

RECORDATION NO. 13160-A Filed 1425

AUG 1 1984 - 3 22 PM

INTERSTATE COMMERCE COMMISSION

Agatha Mergenovich
Interstate Commerce Commission
Washington, D.C.

Dear Ms. Mergenovich:

Enclosed for recordation under the provisions of 49 USC 11303(a) are the original and eight counterparts of a First Amendment to Security Agreement-Trust Deed dated as of January 1, 1984. The Security Agreement-Trust Deed to which said First Amendment relates is dated as of June 1, 1981 and was filed with your office at 10:20 A.M. on June 25, 1981 and given Recordation No. 13160. Said First-Amendment is a secondary document.

A general description of the railroad equipment covered by the enclosed document is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties are:

Debtor: The Connecticut Bank and Trust Company,
National Association
One Constitution Plaza
Hartford, Connecticut 06115

Secured Party: Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21203

~~The undersigned is the Debtor mentioned in the enclosed document and has knowledge of the matters set forth therein.~~

~~Please return the original and seven copies of the First Amendment to Security Agreement-Trust Deed to Larry Elkins, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.~~

Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

A short summary of the enclosed secondary document to appear in the Index follows:

First Amendment to Security Agreement-Trust Deed from The Connecticut Bank and Trust Company, National Association, as Debtor, One Constitution Plaza, Hartford, Connecticut 06115, to

Mercantile-Safe Deposit and Trust Company, as Secured Party, Two Hopkins Plaza, Baltimore, Maryland 21203, covering 11 rebuilt locomotives and 240 open top hopper cars.

Very truly yours,

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION

By

Its


VICE PRESIDENT

Enclosures

DEBTOR AS AFORESAID

DESCRIPTION OF EQUIPMENT

11	Rebuilt SW-14 Diesel Electric Locomotives Marked and Numbered I.C.G. 1478 through I.C.G. 1488, inclusive
240	100-Ton Open Top Hopper Cars Marked and Numbered I.C.G. 387500 through 387739, inclusive

SCHEDULE A

AUG 1 1984 -3 20 PM

PRP93/LOE/391607-c

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO
SECURITY AGREEMENT-TRUST DEED

Dated as of January 1, 1984

From

THE CONNECTICUT BANK AND TRUST COMPANY,
NATIONAL ASSOCIATION
(Successor by merger to the Connecticut Bank and Trust Company),
as Trustee under I.C.G. Trust No. 81-3

DEBTOR

To

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

SECURED PARTY

(I.C.G. Trust No. 81-3 Debt Repricing)
(11 Rebuilt Locomotives and 240 Open Top Hopper Cars)

FIRST AMENDMENT TO
SECURITY AGREEMENT-TRUST DEED

THIS FIRST AMENDMENT TO SECURITY AGREEMENT-TRUST DEED dated as of January 1, 1984 (the "First Amendment") is from THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION (successor by merger to The Connecticut Bank and Trust Company), not in its individual capacity but solely in its capacity as Trustee (the "Debtor") under a Trust Agreement dated as of June 1, 1981, as amended (the "Trust Agreement") with VALLEY BANK LEASING, INC. (the "Trustor"), Debtor's post office address being One Constitution Plaza, Hartford, Connecticut 06115, Attention: Corporate Trust Department, to MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Secured Party") whose post office address is P.O. Box 2258, Baltimore, Maryland 21203, Attention: Corporate Trust Department.

R E C I T A L S:

A. The Debtor and the Secured Party have heretofore executed and delivered a Security Agreement-Trust Deed dated as of June 1, 1981 (the "Original Security Agreement") pursuant to which the Debtor granted to the Secured Party a security interest in the Collateral therein described (hereinafter referred to as the "Collateral").

B. The Original Security Agreement was recorded in the Office of the Secretary of the Interstate Commerce Commission on June 25, 1981 at 10:20 A.M. and was given Recordation No. 13160.

C. The Original Security Agreement was entered into as part of a leveraged lease financing of 11 rebuilt diesel electric locomotives and 240 open top hopper cars more fully described in Schedule A hereto (the "Equipment"). In order to provide a portion of the funds used by the Debtor to acquire the Equipment, the Debtor issued and sold its Secured Notes (the "Original Notes") to First Interstate Bank of California (the "Note Purchaser") in the principal amount of \$11,690,400.00, which Original Notes remain outstanding in the unpaid principal balance indicated below.

D. The Debtor now proposes to restructure the Original Notes by revising the method of determining the interest payable thereon and, to evidence such revision, to exchange the Original Notes for Secured Notes of the Debtor (the "Notes") bearing interest at a variable rate as set forth therein. After application of the payment of principal and interest made on the Original Notes on the date hereof, together with a prepayment on such date in the amount of \$32,260.71 resulting from a casualty settlement, the outstanding principal balance thereof is \$11,494,483.04, and the Notes to be issued as of the date hereof pursuant to the Original Security Agreement, as amended hereby, shall be dated January 1, 1984 in said principal amount and will be in the form of Exhibit A attached hereto.

E. In order to induce the Note Purchaser to exchange the Original Notes for the Notes and to cause the Notes to be secured by the Collateral in the same manner and to the same extent as if the grant of the security interest in the Collateral were fully herein restated in its entirety to secure the Notes, the Debtor desires to amend the Original Security Agreement as hereinafter set forth (the Original Security Agreement, as amended hereby, is hereinafter referred to as the "Security Agreement").

In consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Debtor and the Secured Party agree that the Original Security Agreement shall be deemed to be and is hereby amended upon the execution and delivery of this First Amendment as follows:

1. Recital A of the Original Security Agreement shall be amended to read in its entirety as follows:

"A. The Debtor and the Secured Party originally entered into a Participation Agreement dated as of June 1, 1981 (the "Participation Agreement") with Illinois Central Gulf Railroad Company, a Delaware corporation, the Lessee, Waterloo Railroad Company, the Trustor and First Interstate Bank of California (the "Note Purchaser") providing for the commitment of the Note Purchaser to purchase on a Deposit Date not later than July 1, 1981 the Secured Notes (the "Original Notes") of the Debtor in the aggregate principal amount of \$11,690,400.00. Thereafter, the Debtor and the Secured Party entered into a Debt Repricing Agreement dated as of January 1, 1984 (the "Debt Repricing Agreement") with the Lessee, the Trustor and the Note Purchaser providing for the exchange of the Original Notes for the Secured Notes (the "Notes") of the Debtor in the aggregate principal amount of \$11,494,483.04, being the aggregate unpaid principal amount of the Original Notes on January 1, 1984 after application of the payment of principal and interest due on such date, together with a prepayment on such date in the amount of \$32,260.71 resulting from a casualty settlement. The Notes are to be dated January 1, 1984, to bear interest from such date, to be expressed to mature in forty consecutive quarterly installments, including both principal and interest, the principal portion thereof to be payable in accordance with the amortization schedule set forth in Schedule 3 hereto with the first such installment to be paid on April 1, 1984 and the balance of such installments to be paid on the first day of July, October, January and April thereafter to and including January 1, 1994, and to be otherwise substantially in the form attached hereto as

Exhibit A. The Notes are to bear interest at a variable rate determined as therein provided. Reference herein to this "Security Agreement" shall mean and include this Security Agreement-Trust Deed, as amended by the First Amendment thereto dated as of January 1, 1984 and as from time to time amended or supplemented thereafter pursuant to the terms hereof."

2. Recital B of the Original Security Agreement shall be amended so that ", the Debt Repricing Agreement" is added after "Security Agreement".

3. The first paragraph of Section 1 of the Original Security Agreement shall be amended by deleting the phrase appearing therein reading "the Escrow Fund (as defined in the Participation Agreement) and" and by adding the words "and Debt Repricing Agreement" after the words "Participation Agreement".

4. Section 1.1 of the Original Security Agreement shall be amended so that the portion thereof appearing immediately following the parenthetical definition ending "Item of Equipment") and prior to the second semicolon contained therein shall read as follows:

" , and which constitute the Equipment leased and delivered under that certain Equipment Lease dated as of June 1, 1981, as amended by a First Amendment thereto dated as of June 1, 1981 and by a Second Amendment thereto dated as of January 1, 1984 (together the "Lease") between the Debtor, as lessor, and the Lessee, as lessee;"

5. Sections 5.1(c) and 5.1(d) of the Original Security Agreement shall be amended so that the phrase ", the Debt Repricing Agreement" shall be added immediately following the phrase "this Security Agreement".

6. Section 5.3 of the Original Security Agreement shall be amended by adding to clause (b) thereof immediately after the phrase "without premium or penalty" the phrase "except for the amount, if any, payable pursuant to Section 2.4 of the Debt Repricing Agreement".

7. Section 6.3 of the Original Security Agreement shall be amended so that, in each of the two instances in which the phrase "or in the Participation Agreement" appears therein, there shall be added immediately preceding the same the phrase, "in the Debt Repricing Agreement".

8. Section 6.4 of the Original Security Agreement shall be amended by deleting therefrom the phrase "or Section 2.2(e) of the Participation Agreement".

9. Schedule 3 to the Original Security Agreement shall be amended so as to read in its entirety as attached hereto.

10. Exhibit A to the Original Security Agreement shall be amended in its entirety to read as set forth in the form of the Secured Note attached as Exhibit A to this First Amendment.

This First Amendment to Security Agreement-Trust Deed shall be construed in accordance with and governed by the laws of the State of Maryland; provided, however, that the Secured Party shall be entitled to all the rights conferred by any applicable Federal statute, rule or regulation.

This First Amendment to Security Agreement-Trust Deed may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Security Agreement.

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this First Amendment to Security Agreement-Trust Deed to be executed, as of the day and year first above written.

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
not individually but solely as
Trustee under I.C.G. Trust
No. 81-3

[CORPORATE SEAL]

ATTEST:

Linda B. McCall
Authorized Officer

By 
Its Authorized Officer

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY

[CORPORATE SEAL]

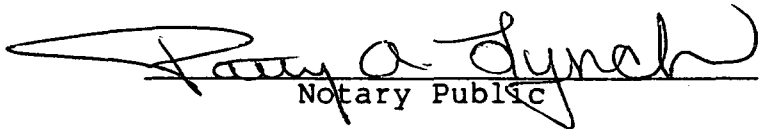
ATTEST:


Corporate Trust Officer

By 
Its Vice President

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD) SS

On this 17th day of May, 1984, before me personally appeared DONALD E. SMITH, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

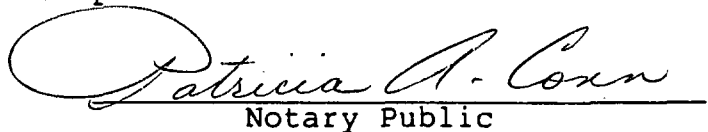
(SEAL)

PATTY A. LYNCH
NOTARY PUBLIC

My commission expires: MY COMMISSION EXPIRES MARCH 31, 1987

STATE OF MARYLAND)
)
CITY OF BALTIMORE) SS

On this 21st day of May, 1984, before me personally appeared R. E. Schreiber, to me personally known, who being by me duly sworn, says that he is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

(SEAL)

My commission expires: 7-1-86

DESCRIPTION OF EQUIPMENT

11	Rebuilt SW-14 Diesel Electric Locomotives Marked and Numbered I.C.G. 1478 through I.C.G. 1488, inclusive
240	100-Ton Open Top Hopper Cars Marked and Numbered I.C.G. 387500 through 387739, inclusive

THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION
As Trustee under I.C.G. Trust No. 81-3

SECURED NOTE

No. R-

\$ _____, 1984

FOR VALUE RECEIVED, the undersigned, THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION (successor by merger to The Connecticut Bank and Trust Company), not individually but solely as trustee (the "Trustee") under that certain Trust Agreement dated as of June 1, 1981, as amended, sometimes identified as I.C.G. Trust No. 81-3 (the "Trust Agreement") promises to pay to

FIRST INTERSTATE BANK OF CALIFORNIA

or registered assigns,
the principal sum of

and to pay interest accrued and unpaid from the date hereof until maturity (computed on the actual number of days elapsed divided by 360) on the unpaid principal hereof, in installments as follows:

(i) Forty (40) installments of principal and interest, the amount of the principal portion of each respective installment shall be equal to the amount therefor specified on Schedule A attached hereto and made a part hereof, payable on April 1, 1984 and on the first day of each July, October, January and April thereafter to and including January 1, 1994; and

(ii) Interest on overdue principal and (to the extent legally enforceable) on overdue interest at a rate per annum equal to 1% in excess of the Prime Rate (as hereinafter defined).

The rate of interest payable through December 31, 1986 on the principal balance of this Note from time to time outstanding shall be determined by one of the three following options of the Trustee. Under the first option, the rate of interest shall be equal to the rate of interest announced from time to time by First Interstate Bank of California ("First Interstate") as its prime rate (the "Prime Rate"). Any change in the Prime Rate shall take effect on the day specified. Under the second option, the rate of interest shall be equal to the LIBOR Rate plus 3/4 of 1% per annum plus reserve requirement currently in effect. The LIBOR

EXHIBIT A

(to First Amendment to Security Agreement-Trust Deed)

Rate is the rate equal to the per annum cost of deposits of United States dollars in the amount of the outstanding principal balance of this Note for the period of three months which is then being offered by prime banks in the London interbank market as determined by First Interstate. Under the third option, the rate of interest shall be equal to a fixed rate (to be determined by First Interstate after taking into consideration its cost of borrowed funds maturing January 1, 1989 and the interest spread which First Interstate deems appropriate) specified by First Interstate prior to the election of such option as hereinafter provided (such fixed rate being referred to as the "Matched Rate").

The rate of interest payable for the period commencing January 1, 1987 through December 31, 1988 on the principal balance of this Note from time to time outstanding shall be determined by one of the three following options of the Trustee. Under the first option, interest shall be equal to the Prime Rate. Under the second option, interest shall be equal to the LIBOR Rate plus 1% per annum. Under the third option, interest shall be equal to the Matched Rate.

Notwithstanding the options expressed in the two preceding paragraphs, if the Trustee shall have elected the Matched Rate option pursuant to either such paragraph, then interest on this Note shall be determined for the period commencing with such election to and including December 31, 1988 (or such earlier date as the Note Purchaser shall agree) to be equal to the Matched Rate as so determined so long as this Note shall remain outstanding during such period.

The rate of interest payable for the period commencing January 1, 1989 through December 31, 1993 on the principal balance of this Note from time to time outstanding shall be determined by one of the two following options of the Trustee. Under the first option, interest shall be equal to the Prime Rate. Under the second option, interest shall be equal to the LIBOR Rate plus 1-1/2% per annum.

Notwithstanding the foregoing options, the Trustee hereby confirms that for the three-month period ending March 31, 1984, the rate of interest payable on the principal balance of this Note shall be the Prime Rate.

The Trustee, or the Lessee as agent therefor, shall give not less than two Business Days' notice to First Interstate and the Secured Party referred to below prior to April 1, 1984 and prior to the first day of each July, October, January and April thereafter to and including October 1, 1993 regarding its choice of interest options to be applicable for the three-month period commencing on each such date (or such lesser period as First Interstate shall approve); provided that no such notice shall be required for any quarterly period during which the rate of interest on this Note has previously been established to be equal

to the Matched Rate. In the event the Trustee, or the Lessee as agent therefor, shall desire to consider the Matched Rate option, it may request in writing advice from First Interstate regarding the fixed rate which First Interstate would then establish as such Matched Rate and First Interstate will give the Trustee and the Lessee written advice thereof not less than three Business Days prior to the first day of the next following calendar quarter (or such lesser period as the Trustee, the Lessee and First Interstate shall agree). During any period when no other rate shall have been designated in effect pursuant hereto or at any time that the determination of interest on the Notes based on any method other than the Prime Rate option shall constitute a violation of any law or regulation or any interpretation thereof by any governmental or regulatory authority charged with the administration or interpretation thereof, the rate of interest shall be the Prime Rate.

Notwithstanding anything to the contrary contained in this Note, if at any time First Interstate in its sole discretion determines that there is a reasonable probability that United States dollar deposits will not be available in the London interbank market, First Interstate shall promptly give notice thereof to the Lessee and the Trustee, and this Note shall thereafter accrue interest based on the Prime Rate, or, prior to December 31, 1988, at the option of the Trustee, at the Matched Rate.

Anything in this Note notwithstanding, if First Interstate in its sole discretion determines (which determination shall be binding and conclusive on the Trustee, the Trustor and the Lessee hereinafter identified) that by reason of circumstances affecting the London interbank market adequate and reasonable means do not exist for ascertaining the LIBOR Rate, then so long as such circumstances shall continue (a) First Interstate shall promptly give notice of such determination to the Lessee and the Trustee and First Interstate shall not be obligated to maintain interest on this Note based on the LIBOR Rate, (b) any request of the Trustee for interest on this Note to accrue at a rate of interest based on the LIBOR Rate shall be deemed a request for interest to accrue at the Prime Rate, and (c) if interest on this Note is then being determined at a rate based on the LIBOR Rate, then on the next scheduled date for selection of the applicable interest rate this Note shall bear interest at the Prime Rate or, prior to December 31, 1988, at the option of the Trustee, at the Matched Rate.

Notwithstanding anything to the contrary contained in this Note, if First Interstate determines that any change in applicable law or regulation or any interpretation thereof makes it unlawful for interest under the Notes to accrue at a rate of interest based on the LIBOR Rate, First Interstate shall give notice of the same to the Lessee and the Trustee, at which time the obligation of First Interstate to offer interest on the Notes based on the LIBOR Rate shall terminate. If such event shall

occur while interest on the Notes is then based on the LIBOR Rate, and if First Interstate determines that the effect of such change cannot reasonably be mitigated, then the Trustee shall, upon request of First Interstate and subject to Section 2.4 of the Debt Repricing Agreement referred to below, immediately prepay in full the outstanding principal amount of this Note, together with all interest accrued thereon to the date of payment, provided, however, that the Trustee may then elect to borrow the sums being prepaid at either the Prime Rate or, prior to December 31, 1988, at the option of the Trustee, at the Matched Rate.

Both the principal hereof and interest hereon are payable to the registered holder hereof in coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts. If the date on which any payment on this Note is to be made is not a business day, the payment otherwise payable on such date shall be payable on the next succeeding business day. For purposes of this Note, the term "business day" means calendar days, excluding Saturdays, Sundays and holidays on which banks in the States of Arizona, Illinois, Connecticut, New York, California or Maryland are authorized or required to close.

This Note is one of the Secured Notes of the Trustee not exceeding \$11,494,483.04 in aggregate principal amount (the "Notes") issued under and pursuant to the Debt Repricing Agreement dated as of January 1, 1984 among the Trustee, Illinois Central Gulf Railroad Company (the "Lessee"), Valley Bank Leasing, Inc. (the "Trustor"), Mercantile-Safe Deposit and Trust Company, as security trustee (the "Secured Party") and First Interstate, and also issued under and equally and ratably with said other Notes secured by that certain Security Agreement-Trust Deed dated as of June 1, 1981, as amended by a First Amendment thereto dated as of January 1, 1984 (together, the "Security Agreement") from the Trustee to the Secured Party. Reference is made to the Security Agreement and all supplements and amendments thereto executed pursuant to the Security Agreement for a description of the Collateral (as defined in the Security Agreement), and the nature and extent of the security and rights of the Secured Party, the holder or holders of the Notes and of the Trustee in respect thereof.

This Note may be prepaid by the Trustee upon not less than ten business days prior written notice given in the manner provided in Section 8.10 of the Security Agreement in an amount equal to the entire unpaid principal plus accrued interest to the date of prepayment, but without premium (but subject to the amount, if any, payable pursuant to Section 2.4 of the Debt Repricing Agreement).

The terms and provisions of the Security Agreement and the rights and obligations of the Secured Party and the rights of the holders of the Notes may be changed and modified to the extent permitted by and as provided in the Security Agreement.

This Note is a registered Note and is transferable only by surrender thereof at the principal office of the Trustee, duly endorsed or accompanied by a written instrument of transfer, duly executed by the registered holder of this Note or his attorney duly authorized in writing.

This Note and the Security Agreement are governed by and construed in accordance with the laws of the State of Maryland.

It is expressly understood and agreed by and between the Trustee, the Trustor, the holder of this Note and the Secured Party and their respective successors and assigns, that this Note is executed by The Connecticut Bank and Trust Company, National Association, not individually or personally but solely as Trustee under the Trust Agreement in the exercise of the power and authority conferred and vested in it as such Trustee; and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability of The Connecticut Bank and Trust Company, National Association, or of the Trustor, individually or personally, for or on account of any express or implied representation, warranty, covenant or agreement made herein (other than those expressly made in the Debtor's individual capacity in the Participation Agreement and in Section 2.2 of the Security Agreement), all such liability, if any, being expressly waived by the holder of this Note and by the Secured Party and by each and every person now or hereafter claiming by, through or under the holder of this Note or the Secured Party; and that so far as The Connecticut Bank and Trust Company, National Association or the Trustor, individually or personally, are concerned, the holder of this Note and the Secured party and any person claiming by, through or under the holder of this Note or the Secured Party shall look solely to the Collateral for payment of the indebtedness evidenced by this Note or of any liability resulting from or arising out of any breach of any representation, warranty or covenant (other than those expressly made in the Debtor's individual capacity in Section 2.2 of the Security Agreement) made by the Trustee herein.

IN WITNESS WHEREOF, the Trustee has caused this Note to be duly executed.

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION
not in its individual capacity
but solely as Trustee

By _____
Its _____

NOTICE

THIS NOTE HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933 OR UNDER THE SECURITIES LAWS OF ANY STATE. THIS NOTE MAY NOT BE OFFERED OR SOLD UNLESS IT IS REGISTERED UNDER THE APPLICABLE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

Inquiries Should be Made to the Security Trustee if Certification as to Balance Due Hereunder is Required.

PRINCIPAL AMORTIZATION SCHEDULE

(Payments Required Per \$986,000.80 Principal Amount
of Secured Notes Issued by Debtor)

<u>Date Due</u>	<u>Total Principal Payment</u>	<u>Principal Balance</u>
4/1/84	\$14,349.18	\$971,651.62
7/1/84	14,707.91	956,943.71
10/1/84	15,075.61	941,868.10
1/1/85	15,452.50	926,415.61
4/1/85	15,838.81	910,576.80
7/1/85	16,234.78	894,342.02
10/1/85	16,640.65	877,701.37
1/1/86	17,056.67	860,644.70
4/1/86	17,483.08	843,161.62
7/1/86	17,920.16	825,241.46
10/1/86	18,368.16	806,873.29
1/1/87	18,827.37	788,045.93
4/1/87	19,298.05	768,747.88
7/1/87	19,780.50	748,967.37
10/1/87	20,275.02	728,692.36
1/1/88	20,781.89	707,910.47
4/1/88	21,301.44	686,609.03
7/1/88	21,833.97	664,775.05
10/1/88	22,379.82	642,395.23
1/1/89	22,939.32	619,455.91
4/1/89	23,512.80	595,943.11
7/1/89	24,100.62	571,842.49
10/1/89	24,703.14	547,139.35
1/1/90	25,320.72	521,818.63
4/1/90	25,953.73	495,864.90
7/1/90	26,602.58	469,262.32
10/1/90	25,119.74	444,142.58
1/1/91	23,295.64	420,846.95
4/1/91	28,215.46	392,631.49
7/1/91	28,313.91	364,317.58
10/1/91	29,891.26	334,426.32
1/1/92	30,638.54	303,787.77
4/1/92	31,404.51	272,383.27
7/1/92	36,089.54	236,293.73
10/1/92	36,991.78	199,301.95
1/1/93	37,916.57	161,385.38
4/1/93	38,864.49	122,520.90
7/1/93	39,836.10	82,684.80
10/1/93	40,832.00	41,852.80
1/1/94	41,852.80	.00

SCHEDULE 3
(to Security Agreement)